

Listing Broker (Co.) Dean Wagner LLC Realtors (DEWA01) By Will Wagner (37462)

Office code

individual code

Selling Broker (Co.) TLC Real Estate South Corp (TLC01) By Yupa Phillips (37530)

Office code

individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

Date: October 10, 2018

A. **BUYER:** Rongsiu Lim ("Buyer")
agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 3357 Spring Valley Dr
in Columbus Township, Bartholomew County, Columbus
Indiana, 47203-4733 (zip code) legally described as: Lot 249 North brook

together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: As in BLC # : 21599792

EXCLUDES THE FOLLOWING: _____

HOME HEATING FUEL: Any remaining fuel stored in tank(s) ☐ to be included in the sale ☐ will be purchased by Buyer at current market price measured within five (5) days prior to closing ☒ not applicable.

The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if material.

C. **PRICE:** Buyer will pay the total purchase price of (\$ 134,900.00) One Hundred Thirty-Four Thousand, Nine Hundred Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually agree to amend the price.

D. **EARNEST MONEY:**

1. **Submission:** Buyer submits \$ 500.00 as earnest money which shall be applied to the purchase price at closing. **If not submitted with Purchase Agreement, Earnest money shall be delivered to Escrow Agent within 3 hours ☐ days of acceptance of offer to purchase.** Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.

2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

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3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

METHOD OF PAYMENT: (Check appropriate paragraph number)

1. ☐ **CASH:** The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of funds submitted ☐ with offer ☐ within 20 days of acceptance.

2. ☒ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

☒ **Conventional** ☐ **Insured Conventional** ☐ **FHA** ☐ **VA** ☐ **Other:** _____ first mortgage loan for 95.000 % of purchase price, payable in not less than 30 years, with an original rate of interest not to exceed 6.000 % per annum and not to exceed 0 points. Buyer shall pay all costs of obtaining financing, except _____.

Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

3. ☐ **ASSUMPTION: (Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

TIME FOR OBTAINING FINANCING:

1. **Application:** Within 20 days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer Authorizes lender to order appraisal immediately.**
2. **Approval:** No more than 20 days after acceptance of this Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

CLOSING:

1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before November 15, 2018, or within 3 days after **final loan approval**, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☐ **Buyer (included in allowance, if provided)** ☒ **Seller** ☐ **Shared equally.**
3. **CONTINGENCY:** This Agreement:
☒ is not contingent upon the closing of another transaction;
☐ is contingent upon the closing of the **pending** transaction on Buyer's property located at _____ scheduled to close by _____.
☐ is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
☐ Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
☐ Addendum to Purchase Agreement Limited Purchase Right. See attached Addendum.
4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.
5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.

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POSSESSION:

1. The possession of the Property shall be delivered to Buyer ☒ **at closing** ☐ **within** _____ **days beginning the day after closing by** _____ ☐ **a.m.** ☐ **p.m.** ☐ **noon or** ☐ **on or before** _____ **if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ **100.00** per day. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer \$ **100.00** per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its **possession** is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction**, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of **possession**.

SURVEY: Buyer shall receive a **(Check one)** ☐ **SURVEYOR LOCATION REPORT**, which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED**, no survey unless required by lender; at **(Check one)** ☐ **Buyer's expense (included in allowance, if provided)** ☒ **Seller's expense** ☐ **Shared equally**. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

FLOOD AREA/OTHER: If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer ☒ may ☐ may not terminate this Agreement if the Property requires flood insurance. Buyer ☒ may ☐ may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 20 days after acceptance of this Agreement.

ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

INSPECTIONS: (Check appropriate paragraph number)

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

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1. ☐ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

2. ☒ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the Property available and accessible for Buyer's inspection.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then **Buyer shall notify Seller and have 10 additional days from the deadline listed above to order, receive and respond in writing to all inspection reports.**

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. **BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.**

3. ☐ **PROPERTY IS SOLD "AS IS".** See attached Addendum.

N. **LIMITED HOME WARRANTY PROGRAM:**

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which ☒ will ☐ will not be provided at a cost not to exceed \$ **560.00** charged to ☐ Buyer ☒ Seller and ordered by ☐ Buyer ☒ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

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236 O. **DISCLOSURES: (Check one)**
 237 1. Buyer ☐ has ☒ has not ☐ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
 238 SALES DISCLOSURE.
 239 2. Buyer ☐ has ☐ has not ☐ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
 240 AND ACKNOWLEDGEMENT.
 241
 242 P. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the
 243 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or
 244 ☐ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
 245 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions
 246 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's
 247 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated
 248 costs.
 249
 250 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy
 251 (including title search and examination and commitment preparation), to be paid by ☐ Buyer (included in allowance,
 252 if provided) ☒ Seller ☐ Shared equally.
 253
 254 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy
 255 (including title search and examination and commitment preparation), if applicable, to be paid by ☐ Buyer (included in
 256 allowance, if provided) ☐ Seller ☒ Shared equally ☐ Other _____
 257 _____
 258
 259 The parties agree that ☐ Seller ☒ Buyer will select a title insurance company to issue a title insurance policy and will
 260 order the commitment ☒ immediately or ☐ other: _____
 261 _____
 262
 263 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
 264 Agreement.
 265
 266 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
 267 and vendor's affidavit), so that marketable title can be conveyed.
 268
 269 Q. **TAXES: (Check appropriate paragraph number)**
 270 ☐ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable
 271 on _____, _____, and all taxes due thereafter. At or before closing, Seller
 272 shall pay all taxes for the Property payable before that date.
 273 ☒ 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller
 274 either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued
 275 for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the
 276 Closing Date.
 277
 278 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid
 279 taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax
 280 rates. This shall be a final settlement.
 281
 282 ☐ 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
 283 \$ _____ to Buyer at closing. This shall be a final settlement.
 284
 285 **WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING**
 286 **REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.**
 287
 288 **Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**
 289
 290 **Buyer may apply for current-year exemptions/credits at or after closing.**
 291
 292 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
 293 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
 294 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
 295 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
 296 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
 297 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
 298 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

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lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory membership association shall be delivered by the Seller to Buyer within n/a days after acceptance of this Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for obtaining or verifying this information. If the Buyer does not make a written response to the documents within n/a days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within n/a days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

ADDITIONAL PROVISIONS:

1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance. Broker is not responsible for providing or verifying this information.
3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
5. Conveyance of this Property shall be by general Warranty Deed, or by _____ subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

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- 358 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect,
359 the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
360
- 361 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
362 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
363 written consent.
364
- 365 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
366 Property.
367
- 368 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
369 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
370 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
371 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
372 companies shall be released and held harmless in the event of claims disputes with any service provider.
373
- 374 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
375 information regarding this transaction may be published in a listing service, Internet or other advertising media.
376
- 377 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
378 until this transaction is closed.
379
- 380 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
381 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
382 contrary.
383
- 384 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # n/a .
385
- 386 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
387

388 W. **FURTHER CONDITIONS (List and attach any addenda):** this offer subject to appraisal value to be greater or
389 equal to purchase price.
390
391
392
393
394
395
396
397
398

399 X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that. prior to signing this
400 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
401 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
402 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
403

404 Y. **ACKNOWLEDGEMENTS:** This ☐ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that
405 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
406 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By
407 signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a
408 signed copy.
409

410 Z. **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by 6:00
411 ☐ A.M. ☒ P.M. ☐ Noon, on October 12, 2018, this Purchase Agreement shall be null
412 and void and all parties shall be relieved of any and all liability or obligations.
413

414 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
415 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
416 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent
417 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
418 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
419 original documents shall be promptly delivered, if requested.

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420 10/10/2018

421 BUYERS SIGNATURE DATE BUYER'S SIGNATURE DATE

422

423 Rongsiu Lim

424 PRINTED PRINTED

425

426 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

427

428 On _____, at _____ ☐ A.M. ☐ P.M. ☐ Noon

429

430 ☐ 1. The above offer is Accepted.

431

432 ☐ 2. The above offer is Rejected.

433

434 ☐ 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter

435 Offer.

436

437

438

439

440 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

441

442

443 PRINTED PRINTED



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